

## Bid Corrigendum

GEM/2024/B/4419949-C3

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the bid document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions:

### Buyer Added Bid Specific Additional Terms and Conditions

1. Bidders can also submit the EMD with Account Payee Demand Draft in favour of SPMCIL Unit India Security Press, Nashik payable at Nashik.  
. Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.
2. Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C (Name of the Buyer). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date
3. Bidders can also submit the EMD with Banker's Cheque in favour of SPMCIL Unit India Security Press, Nashik payable at Nashik.  
. Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.
4. Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of SPMCIL Unit India Security Press, Nashik payable at Nashik  
. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.
5. Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of SPMCIL Unit India Security Press, Nashik A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.
6. Buyer Added text based ATC clauses

**Corrigendum regarding Technical specifications has been issued. Kindly refer the same in the attached buyer uploaded ATC document of the GeM Bid.**

## **A. Minimum Qualification Criteria**

**1. Experience & Past Performance:** The Bidder (manufacturer or principal of authorized representative-hereinafter referred simply as 'The Bidder') shall be a manufacturer that has regularly for at least the last Three (03) years manufactured and supplied "Multipurpose Fire Tender Vehicle" with the same or higher specifications of at least one (01) number in last five (05) years ending on "31st March 2023". At least one (01) number of the product offered for supply should be in successful operation for at least one (01) year on the date of bid opening.

**Note:** i) Copies of PO's and completion/experience certificates issued by customers to be provided in support of above.

ii) Start-ups and Micro and small Enterprises are exempted from Experience and Past Performance criteria. In case any bidder is seeking exemption from Experience and Past Performance criteria, the supporting documents to prove his eligibility for exemption must be submitted for evaluation.

**2. Capability, equipment and manufacturing facilities:-** The Bidder firm must have an annual capacity to manufacture and supply at least (01) Number of "Multipurpose Fire Tender Vehicle". The self-attested details shall be submitted along with bid.

**Note:** At the discretion of the purchaser, the Capacity / Capability Assessment / Verification of bidder / manufacturer firm(s) might be undertaken by a Committee or through a third party Technical Consultancy / Inspection agencies to ensure that the firm is/are identified and capable to supply the machine/item/material/product as required.

### **3. Financial Standing:**

a) The average annual financial turnover of the bidder during the last three years, ending on '31.03.2023', should be at least Rs.28,80,000/- as per the annual report (audited balance sheet and profit & loss account of Financial Year 2020-2021, 2021-2022 & 2022-23 shall be submitted for evaluation) of Financial Year 2020-2021, 2021-2022 & 2022-23, duly authenticated by a Chartered Accountant/Cost Accountant in India or equivalent in relevant countries.

**Note:** The Average Annual Turnover criteria are exempted for Start-ups and Micro and Small Enterprises. In case any bidder is seeking exemption from Turnover criteria, the supporting documents to prove his eligibility for exemption must be submitted for evaluation.

b) The bidder should not have suffered any financial loss for more than one year during the last three years, ending on '31.03.2023'.

i) The net worth of the Bidder should not be negative on '31.03.2023' and also

ii) Should not have eroded by more than 30% in the last three years, ending on '31.03.2023'.

### **4. Applicability in Special Cases**

**a) Applicability to 'Make in India':** Bidders (manufacturer or principal of authorised representative) If the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement/ transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phased increase in local content, and who while meeting all other criteria above, except for any or more of sub-criteria in Experience and Past Performance above, would also be considered to be qualified provided: i) their foreign manufacturer who holds intellectual property rights, meets all the criteria above without exemption, and ii) the Bidder submits appropriate documentary proof for technology collaboration agreement/ transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phased increase in local content. iii) the bidder (manufacturer or principal of authorised representative) furnishes along with the bid a legally enforceable undertaking jointly executed by himself and such foreign Manufacturer for satisfactory manufacture, Supply (and erection, commissioning if applicable) and performance of 'The Product' offered including all warranty obligations as per the general and special conditions of contract.

**b) Authorized Representatives:** Bids of bidders quoting as authorised representative of a principal manufacturer would also be considered to be qualified, provided: i) their principal manufacturer meets all the criteria above without exemption, and ii) the principal man

manufacturer furnishes a legally enforceable tender-specific authorisation in the prescribed form assuring full guarantee and warranty obligations as per the general and special conditions of contract; and iii) the bidder himself should have been associated, as authorised representative of the same or other Principal Manufacturer for same set of services as in present bid (supply, installation, satisfactorily commissioning, after sales service as the case may be) for same or similar 'Product' for past three years ending on '31.01.2023.

**c) For Existing successful Past Suppliers:** In case the bidder (manufacturer or principal or authorised representative) who is a successful past supplier of 'The Product' in at least one of the recent past three procurements, who do not meet any or more of requirements above, would also be considered to be qualified in view of their proven credentials, for the maximum quantity supplied by him in such recent past. (This clause is not applicable for Security Items as notified by Government of India from time to time.)

**d) Joint Ventures and Holding Companies:** Credentials of the partners of Joint ventures cannot (repeat cannot) be clubbed for the purpose of compliance of PQC in supply of Goods/Equipment, and each partner must comply with all the PQC criteria independently. However, for the purpose of qualifying the Financial Standing Criteria, the Financial Standing credentials of a Holding Company can be clubbed with only one of the fully owned subsidiary bidding company, with appropriate legal documents proving such ownership.

**e) Development/ insufficient market capacity or Exceptional One- Off Cases:** These are those items which are either being newly developed where vendors are yet to be developed or for new/ existing items where the capacity available in market is inadequate compared to our annual requirements. Exceptional one-off cases are such items/ Plant & Machinery which are procured infrequently (say once in 3 years or longer periods). In such cases PQC Should be Decided with the approval of CFA in individual cases.

**f) Start-up Enterprises:** Requirements of prior experience and turnover would be relaxed for Start-up enterprises as recognised by Department for Promotion of Industry and Internal Trade (DPIIT), subject to their meeting the quality and technical specifications. Such Start-ups may be either MSE or otherwise.

**5. The Bidder shall give following undertakings on their Letter Head regarding this requirement.**

**i) Blacklisting:** The bidder firm should submit declaration that, We M/s.<Name of the bidder firm> declaration that the firm has not been blacklisted/ debarred by any government agency / Public Sector Unit/ Reputed organization.

**ii) Agree to withdraw all deviations:** The bidder firm should submit declaration that, We M/s.<Name of the bidder firm> agree to withdraw all the deviations, if any, unconditionally and accept all the terms and conditions of the tender document including the technical specifications".

**6. Manufacturer's Authorisation Letter:** In case the bidder firm/ bidder offers to supply "**Multipurpose Fire Tender Vehicle**", which is manufactured by some other firm, the bidder has to be duly authorized by the manufacturer of the stated material to quote for and supply the same to India Security Press, a unit of SPMCIL. The bidder shall submit the manufacturer's authorization letter to this effect as per the standard form provided in "**buyer uploaded ATC Uploaded document**".

**Note :** *One manufacturer can participate through one authorized agent or one agent can participate on behalf of one Principal Manufacturer only.*

**B. Technical Specifications (To be submitted on firm's Letter Head as a token of acceptance) :** Refer Annexure-I of Specification Document

**Note:** *i. Bidder has to submit Annexure-I of specification documents on duly stamped and signed firm's letter head as a token acceptance. ii. Clause No.25 (1) of Technical Specification is not applicable to this tender .*

**C. Pre-Dispatch Inspection, Delivery Schedule & Quality Control Requirement (To be submitted on firm's Letter Head as a token of acceptance):-**

**1) Pre-Dispatch Inspection:-** As per Specification Document.

**2) Delivery Schedule:-** The firm has to deliver Multipurpose Fire Tender Vehicle within 160 days from the date of issue of 'GeM Contract' (i.e., Firm has to complete the Pre-dispatch i

inspection & has to supply Multipurpose Fire Tender Vehicle within 160 days).

**3) Quality Control Requirement:-**

- i. The material supplied by the successful bidder will be accepted on manufacturer's conforming to all parameters as per Technical Specification. The machine will be accepted on manufacturers guarantee certificate to be sent to purchaser. If any defects observed or the machine is found unsuitable, then the same will be returned to the supplier for free replacement upto India Security Press, Nashik or the purchaser shall be entitled to cancel the contract, and if so desired, purchase or authorize purchase of the stores at the risk and cost of the contractor.
- ii. After receipt of goods, the goods will be inspected/tested at ISP. If any defect/variation is noticed then the same will be replaced free of cost by the supplier/seller up to India Security Press, Nashik Road, failing which equivalent amount of defective material will be deducted in the subsequent bills or from any amount due to them.

**D. Special Conditions of Contract (SCC) (To be submitted on firm's Letter Head as a token of acceptance)**

**1) Transportation of Goods:** The transportation of goods to be procured will be done by the supplier on FOR ISP Basis. The total cost of the transportation should be indicated in the price bid of the item to be procured.

**2) Insurance:** Since Indigenous bidder has to deliver the material on FOR ISP Nashik basis therefore the cost of the insurance will also be the part of the cost of the material borne by the supplier. A specific insurance cover for each consignment/supply is to be given by firm, as applicable.

**3) Distribution of Dispatch Documents for Clearance/Receipt of Goods:** The supplier shall send all the relevant dispatch documents well in time to ISP Nashik to enable ISP Nashik to clear or receive (as the case may be) the goods in terms of the contract.

**4) Taxes and Duties:** Supplier shall be entirely responsible for all taxes, duties, fees, levies etc. incurred until delivery of the contracted goods to SPMCIL. If the tenderer fails to include taxes and duties as per law of the land in the tender, no claim thereof will be considered by purchaser at a later stage.

**5) Terms and Mode of Payment:** 100% payment will be released within ten (10) days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills. The payment will be done through online mode only. Therefore, the suppliers have to produce all the Bank details such as Name of Bank, Account No., IFSC Code No., MICR No. along with the Tender document. TDS, if any, will be deducted as applicable.

**6) NOTE:**

1. The terms and conditions, guidelines of SPMCIL Procurement Manual Version 2.0 will be applicable to this bid at any stage to avoid any conflict at later stage. Kindly refer GIT and GCC of SPMCIL Procurement Manual Version 2.0 for additional terms and conditions as per the links given below:

GIT: <https://spmCIL.com/uploaddocument/GIT/new.pdf>

GCC: <https://spmCIL.com/uploaddocument/GCC/new.pdf>

2. All experience, past performance and capacity/ capability related/ data should be certified by the authorized signatory of the bidder firm.

3. Decision on Finalization of tender will be taken based on the documents submitted along with the tender. All documents must be submitted as per tender requirement failing which offers will be liable for rejection.

4. All the pages submitted are to be sealed & signed by Authorised Signatory failing which tender shall be treated as unresponsive.

**BIDDER MUST SUBMIT REQUIRED DOCUMENTS ALONG WITH BELOW MENTIONED CHECK LIST-**

Sr. No.	Description	Submitted /Not Submitted
1.	Documentary evidence towards Experience & Past Performance as per clause 'A. 1.' mentioned under Buyer Added Bid Specific ATC	

2.	Undertaking towards Capability, equipment and manufacturing facilities as per clause 'A. 2.' mentioned under Buyer Added Bid Specific ATC	
3.	Documentary evidence towards Financial Standings (i.e. Audited Balance Sheet and Profit & Loss Account of Financial Year 2020-2021, 2021-2022 & 2022-23) as per clause 'A.3.' mentioned under Buyer Added Bid Specific ATC	
4.	Undertaking/Declaration on firm's Letter Head as per Clause 'A.5.i& ii' mentioned under Buyer Added Bid Specific ATC	
5.	Manufacturer's Authorisation form, if applicable as per Clause 'A.6' mentioned under Buyer Added Bid Specific ATC (Manufacturer's Authorisation form to be submitted as per Format provided under buyer uploaded ATC Uploaded document)	
6.	Acceptance of the Technical Specification on firm's Letter Head with supportive documents mentioned in Technical specification, as per Clause 'B' mentioned under Buyer Added Bid Specific ATC.	
7.	Adherence to the Delivery Schedule & Quality Control Requirement on firm's Letter Head, as per Clause 'C' mentioned under Buyer Added Bid Specific ATC.	
8.	Adherence to the Special Conditions of Contract (SCC) on firm's Letter Head, as per Clause 'D' mentioned under Buyer Added Bid Specific ATC.	
9.	Certificate of Local Content	

7. Buyer uploaded ATC document [Click here to view the file.](#)

8. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

## Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for

[attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)

9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

\*This document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

[This Bid is also governed by the General Terms and Conditions](#)